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19 LIMO HOSTING, INC. and OLEG GRIDNEV

20 **UNITED STATES DISTRICT COURT**
21 **NORTHERN DISTRICT OF CALIFORNIA**

22 CASE NO. 3:08-cv-02474-BZ

23 **STIPULATION RE. BIDDING**
24 **PROCEDURES FOR AUCTION OF**
25 **DOMAIN NAMES**

26 **LIMO HOSTING, INC., et al.,**

27 Plaintiffs,

v.

28 **MIKHAIL FIKS, et al.,**

Defendants.

29 **MIKHAIL FIKS,**

30 Cross-Plaintiff and Judgment
31 Creditor

v.

32 **LIMO HOSTING, INC., et al.,**

33 Cross-Defendants and Judgment
34 Debtor

1 The parties to the above-captioned action, by and through their attorneys of
2 record, hereby stipulate as follows:

3 WHEREAS, in February 2, 2011 order (the "Order"), the Court set aside the
4 auction of the domain names <limohosting.com> and <limolinkexchange.com> (the
5 "Domains"), and ordered that Judgment Creditor Mikhail Fiks to hold another public
6 auction of the Domains; and

7 WHEREAS, in the Order, the Court ordered that the parties stipulate, by February
8 9, 2011, to the appropriate bidding procedures for the public auction;

9 NOW THEREFORE, the parties stipulate as follows:

10 1. Notice of sale of the Domains shall be provided to Limo Hosting, Inc. and
11 Oleg Gridnev, in writing (U.S. Mail), stating the date, time, and place of the sale and
12 describing the Domains.

13 2. Two weeks prior to the sale of the Domains, Mr. Fiks will post notice of the
14 sale on Craigslist.com and on at least one other Internet classified advertising website.

15 3. The Parties will conduct a public auction of the Domains at the date, time,
16 and place specified in the notice of sale. Attorney Karl Kronenberger shall serve as the
17 levying officer and manage the auction of the Domains and shall use the Internet auction
18 website Sedo.com to sell the Domains. Accordingly the parties need not engage a third
19 party auctioneer, other than Sedo.com, to conduct the auction. Mr. Fiks may require
20 Limo Hosting, Inc. and Oleg Gridnev to pay the cost of any commission charged by
21 Sedo.com, by adding such costs to the total amount owed, as detailed in Paragraph 8
22 below.

23 3. Sale of the Domains will be made at public auction pursuant to Paragraph 3
24 to the highest bidder.

25 4. Except as otherwise provided in Paragraph 5, the purchaser at the sale of
26 the Domains shall pay by any method authorized by Sedo.com.

27 5. Mr. Fiks, as the Judgment Creditor, may bid by presenting a written receipt
28 crediting all or part of the amount required to satisfy the Judgment.

1 6. If the highest bidder does not pay the amount bid, the Domains at issue
2 may be sold either to the next highest bidder at the amount of the next highest bid if such
3 bidder agrees or to the highest bidder at a new sale held immediately.

4 7. When the purchaser of the Domains pays the amount due, Mr. Fiks will
5 execute and deliver a certificate of sale to the purchaser and will sign or endorse any
6 documents or instruments in Mr. Fiks's possession relating to the title to or the right to
7 possession of the Domains and deliver such documents to the purchaser.

8 8. Neither Judgment Debtor Limo Hosting, Inc. nor Oleg Gridnev, nor their
9 agents, may participate in the public auction of the Domains, except to bid the total
10 amount due Mr. Fiks, which, as of the date of this stipulation, is \$17,306.59. This amount
11 of \$17,306.59 constitutes the total amount due under the current writ of execution [D.E.
12 158], less payments made to Fiks after entry of such writ (\$30,000 on 7/7/10; \$12,000 on
13 8/12/10; \$5000 on 9/2/10; \$3000 on 9/27/10; \$2000 on 10/4/10; and \$2500 on 10/25/10).
14 If Limo Hosting, Inc. or Oleg Gridnev violates the terms of this paragraph 8, including by
15 using proxy bidders in order to bid on the Domains, Limo Hosting, Inc. and/or Oleg
16 Gridnev will be subject to sanctions by the Court.

17 9. As long as either Limo Hosting, Inc. or Oleg Gridnev makes a payment to
18 Mr. Fiks in the amount of \$5,000 toward the amount due in paragraph 8 above, no
19 auction shall be held within thirty days after such payment. If either Limo Hosting, Inc. or
20 Oleg Gridnev pays the balance due on the judgment in full prior to any auction occurring,
21 Mr. Fiks will execute and deliver a certificate of sale to Mr. Gridnev and will sign or
22 endorse any documents or instruments in Mr. Fiks's possession relating to the title to or
23 the right to possession of the Domains and deliver such documents to Mr. Gridnev.

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1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD:

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3 DATED: February 9, 2011

DATED: February 9, 2011

4 KRONENBERGER BURGOYNE, LLP

LAW OFFICES OF TIMOTHY WALTON

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6 By: s/ Karl S. Kronenberger

By: s/ Timothy J. Walton

7 Karl S. Kronenberger

Timothy J. Walton

8

9 Attorneys for Judgment Creditor,
MIKHAIL FIKS

Attorneys for Judgment Debtors,
Limo Hosting, Inc. and Oleg Gridnev

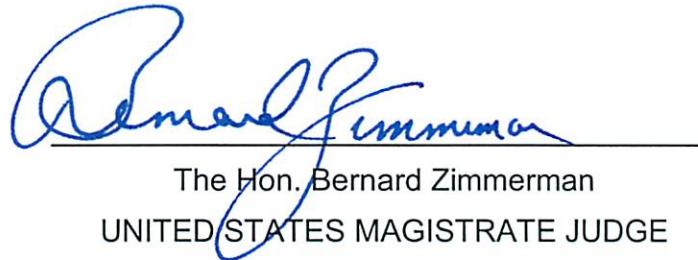
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12 PURSUANT TO STIPULATION, IT IS SO ORDERED:

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14 DATED: 10 Feb '11



The Hon. Bernard Zimmerman
UNITED STATES MAGISTRATE JUDGE

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